

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d), Regulation section 14.6(2))

RE: Strata Plan 003039
Being a strata plan of

Parcel Identifier

Legal Description

024-783-153

Lot 1, District Lots 348, 353 and 7569, Kootenay
District, Plan NEP66755

The following or attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Act.

See Attached.

06/12/06

Date: (month day, year)



Signature of Owner Developer
Valley's Edge Park Ltd.

ABSTRACT REGISTRY
10330

VALLEY'S EDGE PARK
BYLAWS – STRATA PLAN NES 003039

Division 1 - Definitions

Definitions

1 (1) For the purposes of these bylaws:

- (a) “Cottage” means a cottage as defined by the zoning bylaw of the Regional District of East Kootenay, or its successor, currently in force with respect to the strata corporation;
- (b) “Cottage Lot” means a strata lot that is not a Recreational Vehicle Lot;
- (c) “Occupant” means the owner of a strata lot, and any guest, visitor, agent, invitee or tenant of that owner using the strata lot or any common property of the Resort;
- (d) “Recreational Vehicle” means a recreational vehicle as defined by the zoning bylaw of the Regional District of East Kootenay, or its successor, currently in force with respect to the strata corporation;
- (e) “Recreational Vehicle Lot” means: a strata lot designated as such by the registration of a restrictive covenant against title to the strata lot, restricting the construction of a Cottage on the strata lot;
- (f) “Resort” means the strata lots and common areas comprising Strata Corporation NES 003039 created from that parcel of land lands legally described as:
East Kootenay Assessment Area,

Parcel Identifier: 024-783-153
Lot 1,
District Lots 348, 353 and 7569
Kootenay District, Plan NEP66755.

Division 2 - Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

2 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. If an owner fails to pay strata fees at the required time the strata corporation may charge interest at the rate of 10%, or the maximum permitted by regulation as amended, per annum compounded annually.

(2) If an owner fails to pay a special levy at the required time he may be fined \$200.00 for each month the special levy remains unpaid.

(3) If an owner fails to pay a fine at the required time, the strata corporation may charge interest at the rate of 18% per annum compounded annually.

(4) All banking charges incurred by the strata corporation as a result of a cheque being dishonoured by the owner's financial institution will be charged back to the owner.

(5) If the strata corporation incurs legal or other costs in order to collect strata fees, special levies, or fines in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.

Repair and maintenance of property by owner

3 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

4 (1) An Occupant must not use a strata lot, the common property or common assets in a way that:

(a) causes a nuisance or hazard to any other person,

(b) causes unreasonable noise,

(c) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An Occupant must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) The Occupant shall keep the strata lot neat and clean at all times in a standard consistent with a first-class cottage and recreational vehicle park resort. No accumulation of junk or debris of any kind shall be permitted on a strata lot, or on, around, or under any Recreation Vehicle or Cottage in such a way that it is visible from any other strata lot or common property. In the event an Occupant fails to comply with the foregoing, the council shall be at liberty to remove any rubbish or clean up the lands in close proximity to the Occupant's strata lot to it's the council's satisfaction and charge the expense to the Occupant.

(4) All Cottages shall be constructed and maintained in accordance with the Declaration of Building Scheme and the zoning requirements of the Regional District of East Kootenay in effect for the Resort.

(5) Recreational Vehicles placed on Recreational Vehicle Lots shall conform with the definition of Recreational Vehicles provided for in the zoning of the Regional District of East Kootenay.

(6) All strata lots must provide a minimum of two parking spaces for automobiles.

(7) The maximum number of habitable improvements on any strata lot at any time shall not exceed one, with the exception of the following: guests of owners visiting with a small Recreation Vehicle such as a Class B Van, no greater than 20 feet in length, may park on the parking space of the owner's strata lot for a maximum of 3 nights and may occupy such Recreation Vehicle during those 3 nights provided that the total number of Occupants on the strata lot does not exceed 10;

(8) Guests of owners visiting with Recreation Vehicles such as Travel Trailers, Fifth Wheel Trailers, or Class A and Class C Motor Homes, shall not park on any strata lot where a permanent Recreation Vehicle or Cottage is situated.

(9) No persons under the age of eighteen (18) years shall be on any part of the Resort, except the strata lot of which they are one of the Occupants, after midnight each night. In addition, all children under 12 years of age must be accompanied by an adult when using Resort facilities.

(10) Skateboards, scooters, and in-line skates are not permitted on any common property of the Resort.

(11) The strata lot shall not be used as a principle place of residence. The strata lot shall be used solely for seasonal residential use as specified by the Regional District of East Kootenay Bylaws. No strata lot shall be used for any business purpose whatsoever without prior approval by the council. No inventory for the purpose of a business shall be visibly stored upon any strata lot.

(12) The Occupant shall not cause, permit or suffer any unusual or objectionable noises or odors to emanate from the strata lot. Generators shall not be operated at any time.

(13) The Occupant may keep no more than two family pets, (such as dogs, cats, or birds), up to a maximum of twenty-five (25) pounds each, on the strata lot without the prior written consent of the council. The council of the strata corporation in their reasonable discretion may approve pets other than those listed above. All known dangerous or vicious breeds of dogs such as, but not limited to; Pit Bulls, Rottweilers and Dobermans are strictly prohibited from the Resort. Pets must be well behaved and are the sole responsibility of the pet's owner. All pets (including cats) shall be kept either on leashes or in-doors at all times and shall not be permitted on any common property or strata lot other than that occupied by the owner of the pet, without the consent of the owner of that strata lot. All pets must be kept indoors at night. No kennels shall be permitted on strata lots. All pet waste shall be picked up immediately by the pet owner and deposited in a garbage receptacle on his own strata lot. This applies to all areas of the Resort whether developed or not. The council reserves the right to remove unruly, loud and/or misbehaving animals from the Resort and to restrict roaming pets without notice. Pets are not allowed in any recreational facility or building within the Resort, or on any designated park, playground, or common areas.

(14) The Occupant shall not erect a television antenna or similar structure at a height greater than 36 inches above the roofline of the Recreation Vehicle or Cottage. Satellite dishes larger than 18 inches in diameter shall not be permitted.

(15) The Occupant shall not obstruct a sidewalk, walkway passage, driveway or parking area other than for access or egress to and from his strata lot.

(16) The Occupant shall not permit the strata lot to be occupied by more than ten (10) persons (whether adult or minor) overnight without the consent in writing of the council.

(17) Other than as permitted by the Declaration of Building Scheme or these bylaws, the Occupant shall not permit, erect or cause to be erected or to remain on the strata lot, any structure, barrier or any other matter or thing of a permanent or semi-permanent nature except with the prior approval of the council.

(18) The Occupant shall not effect repairs or adjustments to automobiles on the strata lot.

(19) The Occupant shall not do or permit anything to be done on the common property that may cause damage to trees, plants, bushes, flowers or lawns and shall not place their chairs, tables, children's play things, devices, toys or other objects on the common property.

(20) The Occupant shall not deposit or store household refuse and garbage outside his strata lot. All garbage must be wrapped or bagged and stored in animal proof containers and must be disposed of off-site. If an accessory building exists on the strata lot, garbage shall be stored in such building. Larger appliances and construction and landscaping refuse must be hauled to the appropriate landfill site away from the Resort at the sole cost of the Occupant.

(21) The Occupant shall not erect place allow keep or display signs, billboards advertising matter or other notices or displays of any kind on the Resort or on or about a strata lot without the prior approval of the council. Owners may display one sign identifying the name of the owner or a name of the strata lot of a maximum size of 12" x 18". In particular the Occupant shall not erect or display any "For Sale" or "For Lease" signs on or about the strata lot, with the exception of one sign to a maximum size of 30"x18" displayed from the inside of one window of a Recreation Vehicle or Cottage.

(22) The Occupant shall not trespass on another Occupant's strata lot.

(23) The Occupant shall not do any act or thing or neglect or fail to do any act or thing which would render invalid any insurance in force and maintained by the strata corporation or which would increase the premium therefor.

(24) The Occupant shall not operate an automobile or any other vehicle on the Resort at a speed in excess of fifteen (15) km/h or as otherwise posted.

(25) Pleasure riding of snowmobiles, motorcycles, or all-terrain vehicles of any type is not allowed on the strata lot or within the Resort. The use of licensed street motorcycles or scooters as transportation from the entrance of the Resort to the Owner's strata lot is permitted.

(26) The Occupant shall not have open fires, except in properly constructed fire pits, the location and design of which shall require the prior written approval of the council, and use shall only be available when permitted by the British Columbia Forest Service. Fire pits, outdoor fireplaces, and barbeques shall meet the following requirements:

- (a) A minimum of 3 meters (10 feet) clearance shall be maintained from all buildings, property lines, and combustible materials or as approved by the authority having jurisdiction;

- (b) Installations shall have a surface or cooking area not exceeding 61 cm. (24") in diameter, enclosed sides shall not exceed 46 centimeters (18") above the ground level and shall be constructed of bricks, concrete blocks, heavy gauge metal, or other suitable non-combustible components as may be approved by the authority having jurisdiction;
- (c) Only clean fuel may be used (clean dry wood, or charcoal). Refuse or waste matter shall not be burned; and,
- (d) The installation shall have a screened enclosure. The Occupant shall ensure that smoke or sparks do not create a nuisance or hazard to neighbors or other properties.

(27) The Occupant shall not bring, keep or store, or permit to be brought, kept or stored in or upon the strata lot or Resort any dangerous substances or materials including radioactive, explosive, poisonous, or inflammable substances or materials without the prior written consent of the council. Safe storage of no more than twenty (20) gallons of gasoline shall be allowed on the Occupant's strata lot. Occupants may utilize propane tanks, provided tanks are appurtenant to Recreational Vehicles or Cottages. All propane tanks shall be stored in accordance with provincial regulations.

(28) The council shall at all times have the right to control and prevent access to the Resort of all persons deemed undesirable, and to eject without notice any person or persons who become objectionable by being abusive to other Occupants, use profane language loudly, or create or cause a nuisance or disturbance;

(29) The Occupant shall pay for any damage, replacement, or repair occasioned by his careless or negligent use of the Resort, or the facilities thereon. Guests, tenants, and visitors of an Owner are that owners' personal responsibility when they are upon the strata lot or the Resort. The Owner shall ensure guests, tenants, and visitors are informed regarding these bylaws and any rules of the strata corporation. Owners shall be liable for the breach of the bylaws and rules by their guests, tenants, and visitors.

(30) The Occupant shall not discharge or spill any sewage or contaminated water on the surface of the soils of his strata lot or anywhere else within the Resort, adjacent to the Resort, or anywhere near the Hamlet of Edgewater. Any such action may result in the costs of an environmental clean-up being charged to the strata lot owner. All sewage discharges must be made directly into the sewage system.

(31) The Occupant shall ensure that all sewer hook-ups have rigid connections, are air tight to meet health codes and are sealed with a cap when not connected to a Recreation Vehicle or Cottage.

(32) The hours from 11:00 p.m. to 8:00 a.m. are designated quiet hours. No Occupant shall cause or permit any noise that, in the opinion of the council, disturbs any other Occupant. It is an essential requirement of the Resort that all Occupants be considerate of the comfort and convenience of their neighbors. Radio, television and similar equipment shall be kept to a low volume so as not at any time to disturb other Occupants. No loud or boisterous parties or noises will be permitted and no parties will be permitted at any time that may violate this bylaw.

(33) The strata corporation shall not be responsible in any way for any loss or damage to articles left on the Resort or any strata lot, or left in vehicles, trailers, motorcycles, snowmobiles, quads, or watercraft parked on strata lots or common property of the Resort.

(34) The Occupant shall be responsible for mowing any grass on the strata lot and keeping the strata lot tidy at all times. Although the Resort will maintain the common area landscaping, each Occupant is responsible for keeping his strata lot neat and orderly, the grass trimmed, and weeds under control at all times. Any Occupant who fails to properly maintain his strata lot will be assessed for the cost of such maintenance, which will be done by the Strata Corporation at an hourly rate determined by the council. All toys, bicycles, etc. shall be stored out of sight each night. All items not so stored may be taken to the office and may only be retrieved upon payment of a penalty. Grass may not be mowed between 8: 00 p m and 9: 00 a m.

(35) No laundry (with the exception of beachwear and towels) shall be hung out to dry on the strata lot, the Recreation Vehicle, the Cottage, or any other part of the Resort. Clotheslines of any type are strictly prohibited.

(36) No major repairs or alterations to the strata lot by the Occupant shall be permitted except in accordance with these bylaws and the Declaration of Building Scheme. Specifically, no alterations shall be done to any water shut-off valve or any common property utility equipment or installation on the strata lot without the prior written consent of the council.

(37) The use of firearms and all other weapons is prohibited within the Resort. The council reserves the right to use firearms for predator and rodent control.

(38) No sidewall of any Recreation Vehicle or Cottage shall be located closer than 1.5 meters from the property line of the adjacent strata lot, or such greater distance as may be required by the Regional District of East Kootenay.

(39) In order to preserve the asphalt roads within the Resort, no construction involving the use of heavy equipment, tandem trucks, etc. shall be permitted during the spring break-up season (when road bans are in effect), without approval by the council. Subsequent phases of the Resort shall be excluded from this bylaw provided that the developer assumes responsibility for the maintenance and repair of any roads the developer uses for construction purposes for which the developer is directly responsible.

(40) Covered storage for motor vehicles, watercraft and various other recreational motorized vehicles such as motorcycles, quads, snowmobiles, etc. can be accommodated within the strata lot in a council pre-approved tidy manner and shall be limited to being covered by a custom fitted commercial, fabric covering. No ordinary tarpaulins shall be allowed.

(41) Driveways may be excavated for the purposes of installation work but upon completion owners must maintain the elevation of the original strata lot grade. Paved or concrete driveways, or driveways which are raised in elevation which can potentially create drainage problems for the surrounding owners, are not allowed. Driveways shall only be surfaced with water-permeable materials such as 12mm to 18mm crushed gravel, pea gravel, interlocking paving stones or such other materials as are approved by the council.

(42) Owners are prohibited from extracting soil in any area within the Resort, including unsold strata lots, without prior approval of the council.

(43) Waiver by the council of any breach of any bylaw or rule shall not be construed as a waiver of the council's right to exercise its' option to give notice in respect of any subsequent breach of the same bylaw or rule.

(44) One gazebo for the purpose of protection from mosquitoes shall be permitted during the mosquito season only, and must be of a commercially manufactured semi-permanent nature only. It shall be of metal construction with a canvas or such other custom manufactured fabric covering, and must meet with the prior written approval of the council. Gazebos shall be of a maximum dimension of twelve (12) feet in width by twelve (12) feet in length and no one side shall be longer than the other. There shall be only one semi- permanent gazebo allowed per strata lot. An additional temporary gazebo may be erected for the purpose of accommodating temporary functions but must be dismantled and removed from the strata lot within seventy-two (72) hours of being erected. Temporary gazebos of this nature shall not require approval from the council. Gazebos must be anchored securely so as not to become a hazard to adjacent strata lots. Gazebos shall be kept neat, tidy and in good repair at all times, or else they must be removed from the strata lot. Gazebos shall be for the purpose of providing shade and mosquito protection for a picnic table and chairs only, and shall not be used for sleeping accommodations or as storage sheds (eg storage for lawnmowers firewood, tools etc).

(45) Use of the common facilities shall be subject to the control of the council, which shall be entitled to:

- (a) Establish a user fee to offset some or all of the operating costs thereof in its discretion, and
- (b) Establish rules and regulations particular to the use of the common facilities from time to time as the council shall deem fit.

(46) In order to avoid misunderstandings and to preserve the Resort appearance and quality, no construction, repair, alteration or improvement to any strata lot, Recreational Vehicle or Cottage, including but not limited to landscaping, decks, railings, storage sheds or modifications to existing structures may be carried out, by or on behalf of any Owner, except in accordance with the bylaws and the Declaration of Building Scheme registered against the title to the Resort.

Inform Strata Corporation

5 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, home telephone number, and e-mail address, or such other information as the council may require from time to time.

(2) On request by the strata corporation, an Occupant must inform the strata corporation of his or her name.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Alterations to common property

7 (1) Any alteration to common property that has not received the prior written approval of council as required by section 6 must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

(2) An owner must, within 30 days of obtaining approval from the strata corporation for altering common property, initiate such alterations and complete all work within 60 days from the date approval was obtained.

(3) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits and submitting copies to council is a condition of the council's approval.

(4) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations, and
- (b) the effects on all adjacent strata lots or common property.

(5) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired, or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

(6) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.

(7) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(8) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.

Permit entry to Strata Lot

8 (1) An Occupant must allow a person authorized by the Strata Corporation to enter the strata lot

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act, and
- (c) to ensure compliance with the Act and the bylaws.

(2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 3 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 9 The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation;
 - (b) common property that has not been designated as limited common property.

Division 4 – Council

Eligibility of Councilors

- 10 (1) The council must be elected by and from among the registered owners of the strata lots.
- (2) Where a strata lot is owned by more than one person, only one owner of the strata lot or their appointed representative shall be a member of the council at any one time.
- (3) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

Council size

- 11 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) When the council consists of less than 4 members, at least 1 member of council shall be an owner of a Recreational Vehicle Lot and at least 1 member of council shall be an owner of a Cottage Lot. When the council consists of 4 or more members, at least 2 members of council shall be owners of Recreational Vehicle Lots and at least 2 members of council shall be owners of Cottage Lots. Once the commercial lot is created, notwithstanding any other provision of these bylaws, the owner of the commercial lot shall be permitted to appoint one member to the council.

Council members' terms

- 12 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

13 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

14 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

15 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 16 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 17 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 18 (1) A quorum of the council is
- (a) 2, if the council consists of 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

19 (1) At the option of the council, council meetings may be held by telephone or electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by telephone or electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

20 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

21 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

22 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

23 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1) in accordance with section 98 of the Strata Property Act, a council member may authorize, without resolution of the strata corporation, an expenditure of not more than \$2,000 per occurrence which was not set out in the annual budget of the strata corporation and approved by the owners at a general meeting provided such expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.

(3) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

24 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 5 - Enforcement of Bylaws and Rules

Maximum fine

- 25 The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

Continuing contravention

26 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Violation of Bylaws

- 27 (1) Any infraction or violation of these bylaws or any rules and regulations established under them on the part of an Occupant may be corrected, remedied or cured by the strata corporation.
- (2) Any costs or expenses so incurred by the strata corporation, including but not limited to the full cost in repairing any damage to the water, sewer, electrical and other systems of the common property caused by the owner or the owner's Occupants, shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (3) Notwithstanding any provision of the Strata Property Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.
- (4) The strata corporation may recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner or the owner's Occupants, or an infraction or violation of these bylaws or any rules or regulations established under them.
- (5) Any owner who violated, or permits an Occupant to violate, any of these bylaws or any rule or regulation which may be established from time to time by the strata council pursuant to the Strata Property Act or these bylaws will be subject to a fine of up to \$100 per day for each time the violation continues, such fine to be added to the next monthly assessment payable by such owner.

(6) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses interest charges, and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council pursuant to the Strata Property Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following. In addition, where any claim has been made against the insurance policy of the strata corporation as a result of the violation of any of these bylaws or any rule or regulation which may be established from time to time by the strata council pursuant to the Strata Property Act or these bylaws, by any owner or any owner's Occupant, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following.

(7) An owner assessed or fined under these bylaws may appeal such assessment, fine or any other charge by giving notice in writing of such appeal to the strata council within 15 days after notice of the assessment or fine is given to the owner. The appeal shall be heard at a meeting of the strata council and the owner shall receive notice and have the right to appear before and be heard by the strata council at such meeting, in accordance with procedures that may be established by the strata council.

Division 6 - Annual and Special General Meetings

Quorum

28 If within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case the meeting shall stand adjourned for a further ½ hour from the time appointed and, if within one-half hour from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Person to chair meeting

29 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

30 (1) Tenants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Electronic attendance at meetings

31 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Voting

32 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

(7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

Order of business

33 The order of business at annual and special general meetings is as follows:

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 7 – Common Expenses

Apportionment of common expenses

34 (1) Common expenses will be apportioned to individual strata lots in the following manner:

- (a) common expenses that relate solely to group of strata lots, but not all the strata lots, shall be borne by the owners of such strata lots in the proportion that the unit entitlement of each strata lot bears to the aggregate unit entitlement of all strata lots incurring such common expense, subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*;
- (b) common expenses not attributable to any particular strata lot or group of strata lots will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot subject to a unanimous resolution pursuant to section 100 of the *Strata Property Act*; and

- (c) common expenses that relate to any one or more strata lots, but which are incurred or consumed disproportionately, shall be allocated to and shall be borne by such strata lot(s) in such proportion as the council may determine, in its sole discretion.

Division 8 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 35** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 9 - Marketing Activities by Owner Developer

Promotion

- 36** (1) During the time that the owner developer of the strata corporation is the owner or lessee of any strata lot, it shall have the right to:
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display homes and to carry on any marketing and sales functions within such strata lots and within any area of the common property of the strata corporation including the recreational facilities;
 - (b) erect and maintain such signage on the common property of the strata corporation;
 - (c) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors;

in each case as may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the strata corporation. The owner developer shall act reasonably in exercising its rights under this section. This section may not be directly or indirectly modified, amended, rescinded or varied in any way except by a resolution passed by a unanimous vote of the strata corporation.

Division 10 – Resort Rules

37 All owners, occupants, guests and invitees shall ensure that the Resort Rules, as they may be amended from time to time, are complied with at all times.

Division 11 – Security Deposit

38 All owners submitting to the Administrator a proposal to construct Improvements as required by section 4 of the Design and Development Guidelines of the Statutory Building Scheme registered against title to the strata lot (the “Building Scheme”) shall also provide to the Administrator, or if so directed by the Administrator, to the strata corporation, a construction security deposit of \$2,500.00, which shall be held by the Administrator (or the strata corporation) as security for any damage caused by the owner or its contractors to the roads, curb stops, manholes, landscaping or any other common works of the strata corporation. In the event that there is any such damage to the common property caused by the owner, or its contractors, then the Administrator (or the strata corporation) may deduct the cost of all necessary repairs from the security deposit and use such funds to make such repairs. Any balance remaining of the security deposit shall be returned to the owner within ten (10) days after completion of the proposed Improvements, or completion of the repairs to the common property, as the case may be. In the event that the security deposit is not sufficient to pay the cost of the repairs to the common property, then the owner shall remain liable for any shortfall and such shortfall shall be a debt immediately due to the strata corporation and shall be recoverable by the strata corporation on the same basis as if it were strata fees due pursuant to the Bylaws of the strata corporation. All capitalized terms in this section, unless otherwise defined in these Bylaws, shall have the meaning ascribed to such term in the Building Scheme.